

# **Exhibit 3**

ARBITRATION Vol. IV Conf.  
ANDRIESZ V. BCG FINANCIAL, L.P.

January 12, 2024  
1320

1 ARBITRATION DAY IV - CONFIDENTIAL

2 You're talking about her September visit to the  
3 Singapore office, correct?

4 A. This is my lawyer who wrote that, my previous  
5 lawyer.

03:01:04

6 Q. Okay. Maybe I should start with is there  
7 anything false between 132 and 134, those paragraphs?  
8 Anything just untrue in these allegations?

9 (Pause.)

10 THE WITNESS: "Well outside contractual  
11 duties" ... through to 134?

03:01:25

12 BY MR. SHAH:

13 Q. Yes, sir.

14 A. Yes.

15 MR. BRICKMAN: He wants to know if  
16 anything's false.

03:01:43

17 BY MR. SHAH:

18 Q. Anything you'd retract?

19 A. I'm not retracting anything.

20 Q. Okay. It says "Choukroun's visit brought  
21 this circumstance to light," reflecting -- it says "It  
22 turned out that the Singapore office did not have a  
23 license for futures trading and Webster had no intention  
24 of getting one."

03:01:53

25 Do you see that?

03:02:04



800.211.DEPO (3376)  
EsquireSolutions.com

ARBITRATION Vol. IV Conf.  
ANDRIESZ V. BCG FINANCIAL, L.P.

January 12, 2024  
1321

1 ARBITRATION DAY IV - CONFIDENTIAL

2 A. Yes.

3 Q. So you knew the whole time that you were  
4 recruiting Ms. Choukroun that she didn't have -- that  
5 BGC did not have a Singapore futures license, right?

03:02:16

6 A. Did I know the whole time?

7 Q. The whole time? You were aware --

8 A. No, I didn't know the whole time. I was  
9 actually told you did have a license and then found out  
10 you didn't, and then we were trying to find a solution,  
11 because I was actually told you did have a license by  
12 Mr. Aubin, but he didn't know.

03:02:26

13 Q. You were told many, many times by Mr.  
14 Webster, Annette Fong, and others that you did not have  
15 a Singapore futures license, right?

03:02:38

16 A. Yeah, but Mr. Aubin is more senior than Mark  
17 Webster, so he is running the show. I'm speaking to  
18 Mr. Aubin, he's speaking to Elise Choukroun, and Mark  
19 Webster is getting upset because Mr. Aubin is  
20 controlling the situation, not me.

03:02:52

21 Q. Okay. Maybe we can at least agree on this.  
22 If you go to paragraph 136, in the second sentence,  
23 where you claim that "The whole Elise Choukroun debacle  
24 caused a heart attack"?

25 A. Where is this?

03:03:07



800.211.DEPO (3376)  
EsquireSolutions.com



ARBITRATION Vol. IV Conf.  
ANDRIESZ V. BCG FINANCIAL, L.P.

January 12, 2024  
1322

1 ARBITRATION DAY IV - CONFIDENTIAL

2 Q. Paragraph 136, last sentence. You will at  
3 least admit that that's not true, right?

4 A. I do not admit that that's not true. It --  
5 the chaos is that I experienced since 2012, but notably  
6 when I moved to New York, the stress of that caused the  
7 heart attack compiled with the absolute chaos in hiring,  
8 what should be a simple process. And if it's not a  
9 simple process, you don't get her to sign a contract and  
10 you do not start paying her.

03:03:17

03:03:39

11 You started paying her. That means someone signed  
12 off and they're happy for her to be in the office.  
13 Otherwise, you wouldn't start paying her.

14 Q. You had a heart attack in July of 2015, sir?

15 A. Yes, I did.

03:03:52

16 Q. Mr. Webster's email to you took place in  
17 September 2015, correct?

18 A. Yeah. He knew I'd had a heart attack, so  
19 wrote those emails on purpose, I guess.

20 Q. Tell me more about that.

03:04:04

21 A. What do you mean?

22 Q. You think -- you think Mr. -- you think  
23 Mr. Webster wrote you that email on purpose because he  
24 knew you had a heart attack?

25 A. Well, he -- it's highly unprofessional that

03:04:14



800.211.DEPO (3376)  
EsquireSolutions.com

ARBITRATION Vol. IV Conf.  
ANDRIESZ V. BCG FINANCIAL, L.P.

January 12, 2024  
1323

1 ARBITRATION DAY IV - CONFIDENTIAL

2 he -- I mean, I would never write that email in the  
3 first place, but if I knew someone had just had a heart  
4 attack and were recovering and trying to do a good job  
5 and being extremely proactive, there's no way I would  
6 ever write that, because I know that if I did that, it  
7 would exacerbate that person's conditions and cause them  
8 harm.

03:04:30

9 So is Mr. Webster aware that I had had a heart  
10 attack? Yes, he is, because he spoke to me in the  
11 London office.

03:04:45

12 CHAIRMAN KHEEL: Could you read the  
13 question back?

14 (Thereupon, the requested portion of the  
15 stenographic record was read back by the  
16 shorthand reporter.)

03:05:02

17 CHAIRMAN KHEEL: I understand your  
18 answer, but it wasn't directly responsive to  
19 the question, which was: "Do you think he did  
20 it because you had a heart attack?"

03:05:10

21 And I only use that as -- I don't want  
22 you to change your answer. I just want to use  
23 it as an example of listening to the  
24 question --

25 THE WITNESS: Yeah, I --

03:05:21



800.211.DEPO (3376)  
EsquireSolutions.com



ARBITRATION Vol. IV Conf.  
ANDRIESZ V. BCG FINANCIAL, L.P.

January 12, 2024  
1324

1 ARBITRATION DAY IV - CONFIDENTIAL

2 CHAIRMAN KHEEL: -- and only answering  
3 the question as asked.

4 I know you have a lot you want to say.  
5 You're welcome to say it, but I think it would 03:05:28  
6 help us all if you could just answer the  
7 precise question.

8 I don't want any further -- you know,  
9 answers with respect to that, because I think  
10 you covered the field. 03:05:39

11 But, Mr. Shah, you --

12 THE WITNESS: I have no idea whether he  
13 did it on purpose or not.

14 BY MR. SHAH:

15 Q. Okay, but that email could not have caused 03:05:47  
16 your heart attack, because you'd had it months earlier,  
17 fair?

18 A. If it came after the -- yeah, it came after,  
19 so that's agreed.

20 Q. Okay. I want to shift gears a little bit. 03:05:57  
21 (Thereupon, an informal discussion was  
22 held off the record.)

23 BY MR. SHAH:

24 Q. One of your allegations in this case is that  
25 when you returned from an administrative leave in 03:06:39



800.211.DEPO (3376)  
EsquireSolutions.com

ARBITRATION Vol. IV Conf.  
ANDRIESZ V. BCG FINANCIAL, L.P.

January 12, 2024  
1325

1 ARBITRATION DAY IV - CONFIDENTIAL

2 February 2016, you received a warning letter, a conduct  
3 warning, that you contend was retaliation, correct?

4 A. What page are you on?

5 Q. There's no document in front of you. I just  
6 want to set the stage.

03:06:59

7 ARBITRATOR ELKIND: Did you have a date,  
8 time? I know it's somewhere floating around.

9 (Indistinguishable crosstalk.)

10 MR. BRICKMAN: February 2016.

03:07:07

11 CHAIRMAN KHEEL: You have at least three  
12 warning letters.

13 BY MR. SHAH:

14 Q. One of the allegations in your case is that  
15 when you returned from an administrative leave in  
16 February 2016 --

03:07:14

17 A. Yes.

18 Q. -- you received a conduct warning that you  
19 claim in this case is retaliation for you engaging in  
20 (inaudible); is that right?

03:07:25

21 A. Obviously, they -- a conduct warning. They  
22 tried several conduct warnings.

23 Q. And the one that you received when you  
24 returned from the administrative leave in February  
25 related to a certain payment arrangement with members of

03:07:40



800.211.DEPO (3376)  
EsquireSolutions.com